

INVITATION FOR BIDS (IFB) NO. 05-034

TO PROVIDE

REFUSE COLLECTION SERVICES

FOR

MAUI COMMUNITY COLLEGE

UNIVERSITY OF HAWAII

KAHULUI, HAWAII

NOVEMBER, 2004

BOARD OF REGENTS

UNIVERSITY OF HAWAII

HONOLULU, HAWAII

TABLE OF CONTENTS

IFB No. 05-034 to Provide Refuse Collection Services for Maui Community College, University of Hawaii, Kahului, Hawaii

	Pages
Notice to Bidders	1
Business Classification Certification Statement	1-2
Bid Form	1- 7
Certification for Tax Clearance	1
Technical Specifications	1-6
Special Provisions	1-7
Map	1

IT IS THE RESPONSIBILITY OF ALL BIDDERS TO CHECK THE TABLE OF CONTENTS TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR BID PACKAGE.

BIDDER'S REMINDER:

Tax Clearance Certificate or OPRPM Form 128, CERTIFICATION FOR TAX CLEARANCE, (see SPECIAL PROVISIONS).

NOTICE TO BIDDERS

(Section 304-4, HRS)

BID FORMS for IFB No. 05-034, Refuse Collection Services for Maui Community College, will be available from and received in the OFFICE OF PROCUREMENT AND REAL PROPERTY MANAGEMENT, UNIVERSITY OF HAWAII, 1400 LOWER CAMPUS ROAD, ROOM 15, HONOLULU, HAWAII 96822, (an unofficial copy of the IFB is available on the Internet at <http://www2.state.hi.us/bidapps/showbids.cfm>) and must be submitted no later than 2:30 p.m., November 22, 2004, and at that time will be publicly opened.

Bids received after the time and date fixed for opening will not be considered.

Vendors located outside the Island of Oahu, Hawaii, USA, may request an official copy of the IFB to be sent via U.S. Postal Service by providing the vendor's name, address, contact person and telephone number. If express shipment is desired, requests must be submitted in writing with an account number, BILLABLE TO THE RECEIVER, and an authorized signature. Requests may be transmitted via facsimile, (808) 956-2093. Direct all questions to Bruce Isaacs, (808) 956-8634.

David McClain
Interim President, University of Hawaii

Advertised: Honolulu Star-Bulletin

Issue of: November 10, 2004

NOTICE TO BIDDERS

OPRPM FORM 115

BUSINESS CLASSIFICATION CERTIFICATION STATEMENT

(See Official Document)

BID FORM
TO PROVIDE
REFUSE COLLECTION SERVICES

Office of Procurement and
Real Property Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822

To Whom It May Concern:

The undersigned has carefully examined the INVITATION FOR BIDS (IFB) NO. 05-034, TO PROVIDE REFUSE COLLECTION SERVICES FOR MAUI COMMUNITY COLLEGE, UNIVERSITY OF HAWAII, KAHULUI, HAWAII, and offers to provide the services at the locations specified in the Technical Specifications, in strict accordance with the true intent and meaning of the Invitation for Bids (IFB) for a period of ONE (1) year, and thereafter renewable from year to year for a total of FIVE (5) years, commencing from the date designated in the Notice to Proceed, as follows:

BASIC BID

Part 1: Regular School Year Schedule

	<u>Location</u>	<u>No. of Containers</u>	<u>Size of Containers</u>	<u>Schedule</u>	<u>Days</u>	<u>Cost per Pick-up</u>	<u>Total Amount</u>
1.	Ho'okipa Building	1	3 cu. yd.	2 times/week	T, Th	\$_____	\$_____
2.	Building Trades	1	3 cu. yd.	2 times/week	T, Th	\$_____	\$_____
3.	Carpentry	1	3 cu. yd.	2 times/week	T, Th	\$_____	\$_____
4.	Ceramics	1	3 cu. yd.	2 times/week	T, Th	\$_____	\$_____
5.	Science	1	3 cu. yd.	2 times/week	T, Th	\$_____	\$_____
6.	Dormitory	1	3 cu. yd.	3 times/week	T, W, Sa	\$_____	\$_____
7.	Ka Lama (J)	1	3 cu. yd.	2 times/week	T, Th	\$_____	\$_____
8.	Maintenance	1	3 cu. yd.	1 time/week	Th	\$_____	\$_____
9.	PE Building	1	3 cu. yd.	1 time/week	Th	\$_____	\$_____
10.	Paina Building	2	3 cu. yd.	3 times/week	T, Th, Sa	\$_____	\$_____
11.	Paina Building Cardboard Recycler	1	4 cu. yd.	2 times/week	T, Th	\$_____	\$_____
12.	Laulima	1	3 cu. yd.	2 times/week	T, Th	\$_____	\$_____

PART 1, TOTAL AMOUNT (1 - 12) = \$_____

Part 2: Summer Schedule

<u>Location</u>	<u>No. of Containers</u>	<u>Size of Containers</u>	<u>Schedule</u>	<u>Days</u>	<u>Cost per Pick-up</u>	<u>Total Amount</u>
1. Ho'okipa Building	1	3 cu. yd.	1 time/week	Th	\$_____	\$_____
2. Building Trades	1	3 cu. yd.	1 time/week	Th	\$_____	\$_____
3. Carpentry	1	3 cu. yd.	1 time/week	Th	\$_____	\$_____
4. Ceramics	1	3 cu. yd.	2 times/week	T, Th	\$_____	\$_____
5. Science	1	3 cu. yd.	1 time/week	Th	\$_____	\$_____
6. Dormitory	1	3 cu. yd.	3 times/week	M, W, Sa	\$_____	\$_____
7. Ka Lama (J)	1	3 cu. yd.	1 time/week	Th	\$_____	\$_____
8. Maintenance	1	3 cu. yd.	1 time/week	Th	\$_____	\$_____
9. PE Building	1	3 cu. yd.	1 time/week	Th	\$_____	\$_____
10. Paina Building	2	3 cu. yd.	2 times/week	W, Sa	\$_____	\$_____
11. Paina Building Cardboard Recycler	1	4 cu. yd.	1 time/week	Th	\$_____	\$_____
12. Laulima	1	3 cu. yd.	2 times/week	T, Th	\$_____	\$_____

PART 2, TOTAL AMOUNT (1 - 12) = \$_____

PART 1, TOTAL AMOUNT (1 - 12) = +\$_____

TOTAL AMOUNT, PART 1 + 2 = \$=====

Prices for all items in Parts 1 and 2 shall include cost of pick-up, transportation, disposal, labor, overhead, and all applicable taxes.

Bidders must bid on all items in Parts 1 and 2 in order to be considered for award.

PERCENTAGE OF BIDDER'S PER PICK-UP PRICE WHICH REPRESENTS:
(for information only)

Maui County Landfill/Disposal Fee: _____%

Labor Costs: _____%

ADDITIONAL PICK-UPS (for information only)

Price per pick-up for 3 cu. yd. container \$ _____

Price per pick-up for 4 cu. yd. container \$ _____

Prices for additional pick-ups shall include cost of pick-up, transportation, disposal, labor, overhead, and all applicable taxes.

TAX LIABILITY

Both out-of-state and Hawaii bidders are advised that the amount bid on this solicitation is subject to the general excise tax (currently 4%) imposed by Chapter 237, Hawaii Revised Statutes (HRS) and, if tangible property is being imported into the State of Hawaii for resale, the use tax (currently 1/2%) imposed by Chapter 238, HRS. (Refer to Tax Clearance in the Special Provisions and Taxes in the General Provisions.) Bidders are therefore cautioned to consider such taxes in formulating their bids since no adjustments to the prices bid shall be allowed.

BASIS FOR AWARD

The award of contract, if awarded, shall be made to the lowest responsive and responsible bidder on the **TOTAL AMOUNT OF PARTS 1 AND 2.**

NOTE TO BIDDERS

An acceptable bid must conform in all material respects to this Invitation for Bids. Any of the following may be grounds for disqualification:

1. Taking exception to any of the specifications, terms or conditions contained in the IFB.
2. Placing conditions on the furnishing of solicited goods or services.
3. Inclusion of a quotation or order form containing additional specifications, terms or conditions.
4. Referencing external documents containing additional specifications, terms or conditions.

Bidders are advised that bids are evaluated as submitted and requests by bidders to delete conditions contained in their bids after bid opening cannot be considered.

CERTIFICATION OF COMPLIANCE

The Certification of Compliance with the requirements of Section 103-55, Hawaii Revised Statutes, as specified in Special Provision 4, is enclosed.

REFERENCES

The names of companies, contact persons, and addresses of THREE (3) agencies for whom undersigned currently provides refuse collection services are as follows:

	<u>Company</u>	<u>Contact Person</u>	<u>Address & Telephone No.</u>
1.	<hr/>		
2.	<hr/>		
3.	<hr/>		

The University reserves the right to reject the bid submitted by any bidder whose performance on other jobs has been unsatisfactory.

In the event that the undersigned is awarded this contract and its remittance address differs from the address shown on page BID - 7, please indicate remittance address below:

Street Address or P. O. Box

City State Zip Code

WAGE CERTIFICATE

Description of Project: _____

(To be filled in by prospective bidder)

Pursuant to Section 103-55, HRS, I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector.
2. All applicable laws of the Federal and State governments relating to worker's compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wages required by Section 103-55, HRS.

Bidder: _____

Signature: _____

Title: _____

Date: _____

SIGNATURE PAGE

(See Official Document)

CERTIFICATION FOR TAX CLEARANCE

(See Official Document)

TECHNICAL SPECIFICATIONS

This section indicates the Technical Specifications for the required refuse collection services. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

1. SCOPE OF WORK

Contractor shall furnish all labor, materials, tools, equipment and supervision necessary to perform all operations related to the complete refuse collection and removal services from Contractor-furnished containers as specified herein and in accordance with these specifications, terms and conditions of the contract.

2. PICK-UP AREAS, CONTAINERS, AND SERVICE SCHEDULE

The pick-up areas, the number and size of containers to be provided by the Contractor, and the schedule of services are as follows:

Maui Community College (see Map 1 attached)

a. **Schedule during the school year, second week of August to second week of May.**

<u>Location</u>	<u>No. of Containers</u>	<u>Size of Containers</u>	<u>Schedule</u>	<u>Days</u>
1) Ho'okipa Bldg.	1	3 cu. yd.	2x/wk:	T, Th
2) Building Trades	1	3 cu. yd.	2x/wk:	T, Th
3) Carpentry	1	3 cu. yd.	2x/wk:	T, Th
4) Ceramics	1	3 cu. yd.	2x/wk:	T, Th
5) Science	1	3 cu. yd.	2x/wk:	T, Th
6) Dormitory	1	3 cu. yd.	3x/wk:	T, W, Sa
7) Ka Lama (J)	1	3 cu. yd.	2x/wk:	T, Th
8) Maintenance	1	3 cu. yd.	1x/wk:	Th
9) PE Building	1	3 cu. yd.	1x/wk:	Th
10) Paina Building	2	3 cu. yd.	3x/wk:	T, Th, Sa
11) Paina Building Cardboard Recycler	1	4 cu. yd.	2x/wk:	T, Th
12) Laulima	1	3 cu. yd.	2x/wk:	T, Th

b. **Schedule during the summer, third week of May to first week of August.**

<u>Location</u>	<u>No. of Containers</u>	<u>Size of Containers</u>	<u>Schedule</u>	<u>Days</u>
1) Ho'okipa Bldg.	1	3 cu. yd.	1x/wk:	Th
2) Building Trades	1	3 cu. yd.	1x/wk:	Th
3) Carpentry	1	3 cu. yd.	1x/wk:	Th
4) Ceramics	1	3 cu. yd.	2x/wk:	T, Th
5) Science	1	3 cu. yd.	1x/wk:	Th
6) Dormitory	1	3 cu. yd.	3x/wk:	M, W, Sa
7) Ka Lama (J)	1	3 cu. yd.	1x/wk:	Th
8) Maintenance	1	3 cu. yd.	1x/wk:	Th
9) PE Building	1	3 cu. yd.	1x/wk:	Th
10) Paina Building	2	3 cu. yd.	2x/wk:	W, Sa
11) Paina Building Cardboard Recycler	1	4 cu. yd.	1x/wk:	Th
12) Laulima	1	3 cu. yd.	2x/wk:	T, Th

3. **CONTAINERS**

- a. The Contractor shall provide refuse containers in the specified sizes, and at the specified locations.
- b. The containers shall be of metal construction, furnished with hinged metal covers which can be opened and closed easily. The containers shall be uniform in configuration and appearance, and easily recognizable as refuse containers.
- c. The Contractor shall have sufficient inventory of containers such that replacement containers are immediately available in the event containers at any University location are removed for repair or for any other reason.
- d. The containers provided by the Contractor shall be properly maintained by the Contractor at all times. Maintenance shall include, but not be limited to, painting for good appearance, repairing of damages for safety and prevention of leakage or escape of refuse placed in the containers, periodic clean-up of interior and exterior of containers by washing, scraping, steam cleaning and/or spraying with an approved disinfectant at least once a month or more often depending upon the type of refuse contained in order to keep the containers clean, sanitary and free from offensive residual odors. Containers shall be subject to inspection by the

Environmental Health and Safety Officer of the University, and the Contractor shall comply with his/her recommendations.

- e. The only printing which may appear on the containers shall serve to identify ownership of the containers and to identify the containers as refuse containers. Any printing appearing on the containers shall be of discreet appearance and acceptable to the University. Containers shall not contain any advertising.
- f. The University shall not be liable for damages to the containers provided by the Contractor. In addition, the containers shall remain the exclusive property of the Contractor.

4. COLLECTION SERVICE

Containers shall be emptied completely during collections. The transfer of refuse from containers to refuse collection trucks shall be performed with a minimum of spillage, pollution of the atmosphere or surrounding area. In the event that spillage occurs, the Contractor shall pick up the spillage and leave the area in a clean condition that is satisfactory to the University.

The Contractor shall conduct his/her work in a manner which will result in minimal interference with the safety, welfare, and convenience of the University's daily operations and with the least disturbance to students and workers.

5. ADDITIONAL PICK-UPS

An additional pick-up shall be considered to be each occasion that the Contractor is called upon to make a collection outside of the scheduled collections without regard to the number of containers or collection stations which need to be serviced.

Purchase orders shall be issued for an emergency pick-up. The cost of such pick-ups shall be at the Additional Pick-up bid price offered by the Contractor in the bid pages. If the additional pick-ups occur on a regular basis, these pick-ups may be added to the contract, upon mutual agreement in writing by the issuance of modification to the contract.

6. CLEANUP OF AREAS

The Contractor shall clean the container areas to keep them free of debris and rubbish. The areas shall be left in a clean and sanitary condition with empty refuse containers replaced at their stations in a position which will be safe and accessible to the users.

7. DISPOSAL OF REFUSE

- a. The Contractor shall be responsible for the disposal of all refuse at the dump site. The cost of the refuse disposal including the dump fee charges shall be borne by the Contractor.
- b. The Contractor shall comply with all laws, ordinances, statutes, and regulations pertaining to the collection, transportation, and disposal of refuse and shall obtain such permits, licenses or other authorization as may be required.
- c. All refuse in the container at the pick-up area shall be collected and completely emptied on those days and at the time indicated in the service schedule. The transfer of the refuse from container to refuse collection trucks shall be performed with a minimum spillage, pollution of the atmosphere, to include but not limited to, a minimum amount of noise and disruption to the surrounding areas. Any spillage of refuse in the course of handling shall be cleaned up immediately by the Contractor and the area shall be left in a clean condition.

8. HOURS OF REFUSE COLLECTION

Refuse collection for Maui Community College, 310 Kaahumanu Avenue, Kahului, Maui, Hawaii 96732, shall be performed in accordance with the schedule established by the University. The Contractor shall contact the Technical Representative if any delay is anticipated.

If the regularly scheduled pick-up(s) falls on a State or Federal holiday observed by the University, the Contractor shall then reschedule the pick-up(s) for the day following the holiday.

9. CORRECTION OF DEFICIENCIES

- a. In the event that the Contractor is unable to perform the scheduled services, the Technical Representative shall be notified immediately and the Contractor shall perform such scheduled services by 4:00 p.m. that day. In the event the refuse container overflows as a result of a delay in collection service, the University shall not be assessed an overage charge. The University shall notify the Contractor as to whether the delay is considered nonexcusable.
- b. In the event of vehicular obstruction, the Contractor shall notify the Technical Representative to request for towing services and the Contractor shall wait for the clearance of the obstruction to complete the scheduled services.

- c. In the event the Contractor fails to correct any deficiency within TWENTY-FOUR (24) hours of notification, the University reserves the right to utilize alternate means to correct the situation with all resultant costs chargeable to the Contractor. Should any overflow result from any nonexcusable nonperformance, the removal of the bagged overflow shall not be chargeable to the University; and if removed by other means, the cost shall be chargeable to the Contractor. In any event, the University shall allow the Contractor reasonable time to correct the situation to the extent allowable under the contract and shall initiate the aforementioned removal action only after it has determined that the Contractor is unable to correct the situation in a timely manner or the situation becomes intolerable.

10. ADDITIONAL CONTAINERS AND PICK-UPS

The University may increase the number of containers and pick-ups on an "As Required" basis at the unit prices for the locations set forth in the contract. The Technical Representative shall notify the Contractor of any changes in the quantity of containers and pick-ups and the specific dates when these services are required.

11. ADDITIONAL PICK-UP AREAS

The University reserves the right to add new pick-up areas for refuse collection within the Maui Community College areas, and the Contractor agrees to provide additional refuse containers and service the additional pick-up areas. Unit prices shall be mutually agreed upon or the University may at its discretion, negotiate with other sources for the additional pick-up areas.

12. CONTRACTOR'S OPERATION

The Contractor shall confine all operations for the refuse collection services performed under this office to the immediate vicinity of the work area.

13. CONTAINER ACCESS

The University shall keep the area around the containers reasonably clear so that the Contractor will have access to the containers and so that the Contractor is able to empty and replace the containers without any obstruction or hazards.

All questions pertaining to the Technical Specifications shall be directed to David Tamanaha, Director of Administrative Services, telephone (808) 984-3253 (Maui).

Bidders are cautioned to review the Technical Specifications carefully and thoroughly. Objections to or requests for clarification of the specifications shall be made in writing in accordance with the General Provisions to the Office of Procurement and Real Property Management prior to the submittal of a bid. The submittal of a bid shall be considered as acceptance of the specifications as published.

SPECIAL PROVISIONS

1. SCOPE

The Providing of Refuse Collection Services for Maui Community College shall be in accordance with the terms and conditions of IFB No. 05-034 and the General Provisions dated March 2003 included by reference. Copies of the General Provisions are available at the Office of Procurement and Real Property Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 or the General Provisions may be viewed at: <http://www2.state.hi.us/bidfiles/uhgpgs.pdf>

2. TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The Technical Representative of the Procurement Officer is David Tamanaha, Director of Administrative Services, telephone (808) 984-3253 (Maui).

3. BIDDER'S QUALIFICATIONS

To qualify to bid on the specified goods and/or services, the bidder must be engaged in a business whose primary and customary interest is to provide the specified goods and/or services. The bidder must also have the requisite experience, appropriate forms of insurance, and proper licenses. The University reserves the right to disqualify any potential bidder if, in its discretion, the University determines that the bidder does not have the requisite experience or expertise to provide the goods and/or services.

4. ELIGIBILITY TO BID

Each prospective bidder, as a prerequisite to bid on any contract to supply services in excess of \$25,000 shall, at the time of bid submission, assure the University by certification in writing, of compliance with the requirements of Section 103-55, Hawaii Revised Statutes, that:

- a. The services to be rendered shall be performed by employees paid at not less than the wages or salaries paid to public officers and employees for similar work. If, after the initial period, during the life of the contract, the State of Hawaii Salary Schedule is revised, the Contractor shall pay its employees at not less than the revised wages and salaries paid public officers and employees for similar work. The University shall grant the Contractor additional compensation, in accordance with Special Provision 14, ESCALATION CLAUSE.
- b. All applicable Federal and State laws relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

5. CONDITIONS AT SITE

Each bidder shall visit the site and examine the conditions of same and be aware or satisfied as to the character and amount of work to be performed as called for by the specifications. No additional allowance will be granted because of lack of knowledge of such conditions. Bidders shall arrange for an appointment by calling one of the Technical Representatives on any normal working day, Monday through Friday, after 9:00 a.m., but not later than 4:00 p.m.

6. REFERENCES

Each bidder shall provide the names and addresses of THREE (3) agencies, for which refuse collection service is currently provided who can attest to the reliability of the bidder's service and personnel. The University reserves the right to reject the bid submitted by any bidder whose performance on other jobs has been unsatisfactory.

7. STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Refer to General Provision 2.8. To assist the bidder in determining whether the work is employees are to perform under this contract is similar to that performed by public employees, the following are current position classification and wages for State employees in positions that perform refuse collection services:

<u>Title</u>	<u>Class</u>	<u>Hourly Rate</u>
Refuse Collector	BC05	\$ 13.17
Truck Driver Laborer	BC05	\$ 13.17
Truck Driver	BC06	\$ 13.70
Heavy Truck Driver	BC07	\$ 14.27

8. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor shall provide said services as an independent contractor and shall not be under the direction or control of the University. The University shall not be responsible for any claims and demands of any kind or nature that may be brought against it on any matter or thing arising out of or in connection with the services provided by the Contractor

9. INSURANCE

Contractor shall maintain insurance acceptable to the University in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by Contractor shall provide Combined Single Limit Coverage (bodily injury and property damage) in the amount of \$1,000,000 per occurrence.

Insurance shall be in force the first day of the term of this contract.

Each insurance policy required by this contract shall contain the following three clauses:

- a. "This insurance shall not be cancelled, limited in scope of coverage or non-renewed until after THIRTY (30) days' written notice has been given to the University of Hawaii, Director of Office of Procurement and Real Property Management."
- b. "It is agreed that any insurance maintained by the University of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
- c. "The University of Hawaii is added as an insured as respects operations performed for the University of Hawaii."

Clauses b and c are waived for any professional liability/errors and omissions liability insurance.

Contractor agrees to deposit with University, on or before the effective date of this contract, certificates of insurance necessary to satisfy the University that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificates therefor on deposit with the University during the entire term of this contract.

The University shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of the University, the insurance provisions in this contract do not provide adequate protection for the University, the University may require Contractor to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The University's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required.

The University shall notify Contractor in writing of changes in the insurance requirements; and if Contractor does not deposit copies of acceptable insurance policies with the University incorporating such changes within SIXTY (60) days of receipt of such notice, this contract shall be in default without further notice to Contractor and the University shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obligated for the full and total amount of any damage, injury, or loss arising from its acts or omissions with respect to this contract.

10. REJECTION OF CONTRACTOR'S EMPLOYEES

The University reserves the right to reject any of the Contractor's employees that the University deems incompetent, uncooperative, negligent, insubordinate, or otherwise objectionable.

11. WORKERS' COMPENSATION

The Contractor shall provide adequate statutory workers' compensation insurance for all labor employed in performing services under this contract.

12. LAWS, ORDINANCES, STATUTES, AND REGULATIONS

The Contractor shall comply with all laws, ordinances, statutes, and regulations pertaining to collection, transportation, and disposal of refuse and shall obtain such permits, licenses or other authorization as may be required.

13. LANDFILL/DISPOSAL FEES

Bidders shall indicate on the Bid Form, page BID - 4, the percentage of the monthly price that represents the County Landfill/Disposal Fee. Should the County adjust its Landfill/Disposal rates this fee shall be used to compute price adjustments. The Contractor may submit a written request to the Contracting Officer for a price adjustment due to such increase in actual dumping cost to the Contractor together with the new County of Maui Landfill/Disposal Fee Schedule. Costs of labor, equipment, equipment operations and materials used in the execution of this contract or any other costs incurred by the Contractor in connection herewith shall in no event be subject to this provision for price.

14. ESCALATION CLAUSE

The Contractor shall be allowed to request adjustments to the contracted bid price per container pickup subsequent to bid opening, provided the request is made in writing to the University. The University will consider and approve those requests for price adjustment based on the following:

- a. Increase to City and County of Maui landfill/disposal fees occurring subsequent to the bid opening date. (Documentation satisfactory to the University must be submitted with the request for verification by the University of such changes.)

The following formulas will be used in calculating such increase:

First Increase:

$$LI = (XY) (Z)$$

Subsequent Increase(s):

$$LI = AZ$$

Whereby LI = dollar amount increase in contract price per container pick-up due to increase in City and County of Maui landfill/disposal fees occurring subsequent to bid opening date;

X = original contract price per container pick-up;

Y = percentage of bid price per container pick-up designated by Contractor as representing City and County of Maui landfill/disposal fees;

Z = percentage increase in City and County of Maui landfill/disposal fees; and

A = that portion of the contract price per container pick-up representing landfill/disposal fees (this amount is X times Y plus any increase(s) in contract price per container pick-up resulting from increase(s) in City and County of Maui landfill/disposal fees).

- b. Increase to wage rates to public employees performing similar work occurring subsequent to January 1, 2003, provided the Contractor designates in bid form that the work his employees are to perform under this contract is similar to that performed by public employees, and provided further, that the Contractor documents to the satisfaction of the University, that he has paid his employees wages not less than that paid to public employees doing similar work during the period of the contract prior to the request.

The following formulas will be used in calculating such increase:

First Increase:

$$WI = (XY) \times (Z)$$

Subsequent Increase(s):

$$WI = A \times Z$$

Whereby WI = dollar amount increase in bid price per container pick-up due to increase in State wages;

X = original contract price per container pick-up;

Y = percentage of bid price per container pick-up designated by Contractor as representing labor costs;

Z = percentage increase in wages paid to State employees performing similar work; and

A = that portion of the contract amount representing wages (this amount is X times Y plus any increase(s) in contract price per container pick-up resulting from increase in State wages).

15. COORDINATION OF WORK

Upon award of the contract, Contractor shall contact the Technical Representative to establish operational and administrative procedures including coordination, scheduling contract personnel including telephone numbers, and lead time for notification of non-scheduled pick-ups.

16. TERM OF CONTRACT

The Contractor shall enter into a contract with the University for an initial period of ONE (1) year commencing on the date designated in the Notice to Proceed, and the unit price(s) bid shall remain firm for the initial term of the contract. Thereafter, the contract shall be renewable from year to year, for a total of FIVE (5) years, without the necessity of rebidding, upon mutual agreement in writing, NINETY (90) days prior to the annual renewal date. The contract price for each renewal period shall remain the same or lower than the initial bid price or may be adjusted in accordance with Special Provision 14, ESCALATION CLAUSE, of the contract, upon written request of the Contractor. Further, the University may terminate the contract at any time upon NINETY (90) days' prior written notice.

17. PAYMENT

The Contractor shall be remunerated monthly after acceptable performance monthly for the actual number of hours services are requested and provided. The Contractor shall submit an original and ONE (1) copy of a properly executed invoice for the work performed the previous month by the tenth of each month to Maui Community College, Business Office, 310 Kaahumanu Avenue, Kahului, Hawaii 96732.

18. TAX CLEARANCE FOR CONTRACTS

Bidders shall submit with their bid packages, original or certified tax clearances from the State of Hawaii Department of Taxation and the Internal Revenue Service, in accordance with General Provision 2.23, Tax Clearance for Contracts.

19. TAX CLEARANCE FOR FINAL PAYMENT

Before final payment for the settlement of the contract can be made, Contractor shall submit an original or certified tax clearance from the State of Hawaii Department of Taxation and the Internal Revenue Service, in accordance with General Provision 7.2, Tax Clearance for Final Payment.

MAP

(See Official Document)